

**Commonwealth of Virginia**  
**REQUEST FOR PROPOSALS**

**Issue Date:** August 8, 2005

**RFP #720C-03975-05F-II**

**Title:** Community Inclusion Project - Increase Community Living Options for Individuals with Developmental and Other Disabilities

**Issuing Agency:** Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P. O. Box 1797, Richmond, Virginia 23218-1797

**Location Where Work Shall Be Performed:** Commonwealth of Virginia - Statewide

**Period of the Contract:** October 1, 2005 through August 31, 2007.

**Renewals:** None

**All inquiries for information shall be directed to:**

<b>Copies of this RFP:</b>	Michelle Bailey (804) 786-3915 Voice (804) 786-3827 Facsimile
<b>Proposal Preparation</b>	Horace Ford (804) 786-6562
<b>General Procedural Queries:</b>	Horace Ford 804-786-6562
<b>Scope of Work:</b>	SEE NOTE

**NOTE:**

**Offerors who expect to submit a proposal in response to this solicitation are requested to return Form 1 – Intention to Respond via fax to 804-786-3827 no later than close of business on August 17, 2005.**

**To ensure that all questions receive responses, interested Offerors are requested to submit questions via fax to 804-786-3827 using the enclosed Form 2—Fax Back Solicitation Questions to include voice and fax phone numbers by no later than 5 PM Local Time – on August 17, 2005.**

**Proposals shall be received until 3:00 pm, EST September 15, 2005.**

IF Proposals ARE MAILED, **SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.** IF Proposals ARE HAND DELIVERED OR MAILED FOR SPECIAL DELIVERY TO OUR OFFICES, **DELIVER TO: Jefferson Building, 1220 Bank Street, First Floor, Office of Administrative Services, Richmond, Virginia 23219.** Envelopes should be marked with the RFP number and opening date and time. If a Proposal is not properly identified, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the offer to be disqualified.

**PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 10:00 A.M. on August 18, 2005 in the Ninth Floor Conference Room of the Jefferson Building, 1220 Bank Street, Richmond, Virginia 23219. (Reference: Section 5.3)

It is the Offeror's responsibility to ensure that solicitation documents are received in the DMHMRSAS Procurement Office by the date and time stipulated above.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

**Offeror - Name and Address:**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Official Signature in Ink)*

**Telephone:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FEI/FIN Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**\*\*One complete RFP must be filled out, signed and return with the proposal submission. It is not required to submit more than one copy of the signed RFP with your one (1) original and five (5) copies of your proposal.**

**FORM 1 – INTENTION TO RESPOND**  
**No Fax Cover Sheet Is Required**  
**RFP #720C-03975-05M**

**FAX BACK:**

**Your assistance is requested. Please fax back by: August 17, 2005:**

**TO:** Procurement Operations – Office of Administrative Services  
Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services  
Richmond, Virginia 23218

**FAX TO: 804-786-3827**

---

The organization below (check any that apply):

☐ Intends to prepare and submit an proposal to the above referenced solicitation.

Our contact person will be: \_\_\_\_\_

Contact voice phone number is: \_\_\_\_\_

Contact fax number is: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: \_\_\_\_\_  
\_\_\_\_\_

Name of Organization: \_\_\_\_\_

Person Responding: \_\_\_\_\_

Voice Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**FORM 2- Fax Back Proposal Questions**  
(Offeror's to reproduce as needed.)  
**No Fax Cover Sheet Is Required**  
**RFP #720C-03975-05M**

**FAX BACK - Proposal Questions no later than August 17, 2005:**

**TO:** Office of Mental Retardation Service  
Virginia Dept. of Mental Health, Mental Retardation and Substance Abuse Services  
Richmond, Virginia 23218

**FAX TO:** **(804) 786-3827**

Please record your question(s) regarding the above referenced solicitation:

Your Company: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Voice Phone: \_\_\_\_\_

Fax Phone: \_\_\_\_\_

## TABLE OF CONTENTS

1.0	Purpose and Background . . . . .	6-8
2.0	Qualifications of Provider . . . . .	8
3.0	Scope of work . . . . .	8
4.0	Reporting and Delivery Requirements . . . . .	9
5.0	Proposal Preparation and Submission Requirements . . . .	9-11
6.0	Proposal Evaluation Criteria . . . . .	11
7.0	Award . . . . .	12
8.0	General Terms and Conditions . . . . .	12-17
9.0	Special Terms and Conditions . . . . .	17-20

## **1.0 PURPOSE AND BACKGROUND:**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from public agencies, private not-for-profit 501 c3 organizations and for-profit organizations that meet the requirements defined below. The time frame for available funding of this program is October 1, 2005 through August 31, 2007.

The total funding available for this initiative is \$155,800. The actual number of awards to be made shall be determined by a review panel, based on the proposals received and consistent with the most effective and efficient use of the available funding for this initiative. It is the desire of DMHMRSAS to award approximately 1 to 2 grant awards; however, the right is reserved to award more than two awards. DMHMRSAS may fund a proposal at the full amount requested, or for a lesser amount at the discretion of DMHMRSAS and as negotiated.

Funds must be used to support individuals with developmental disabilities and other disabilities to achieve the highest degree of choice in community living. Projects will enhance collaboration with local/regional service providers and organizations using both traditional and non-traditional partnerships. The grants funded should lead to systems change initiatives that will promote improved community living. These projects will include process and individual outcome evaluation. Grant funds may not be used for new construction, major repairs, capital expenditures, mortgage payments, or related interest payments, real estate or property taxes, and entertainment. Up to 15% of the total grant award may be spent on evaluation. In addition, request for indirect costs are limited to no more than 5% of the total annual budget.

### **Program Design:**

The Community Inclusion initiative **will fund only proposed programs that:**

- Target persons with developmental disabilities and other disabilities who live in institutions and wish to move into the community, OR those in the community at risk of placement into institutions. To include a description of those populations who are unserved or underserved;
- Reflect effective use of resources and optimize consumer direction, self-determination, natural supports and/or peer-based approaches;
- Develops a local advisory group to grantees that has a make-up of a variety of persons to include individuals with disabilities at every leadership meeting;
- Demonstrate enhancement of local and regional collaboration using traditional and nontraditional partnerships. These innovative partnerships shall result in more choices for community.

Acceptable Programs may include, but are not limited to:

- Projects that seek to increase consumer direction of services and to expand choices for living options in the community.
- Projects that provide living options for those hard to serve persons (i.e., history of long term institutionalization) who may need creative supports in the community.
- Projects that provide innovative living choices outside the standard options for living in the community, such as methodologies for individuals in Nursing Homes and for those who currently live at home with no supports.
- Projects that address issues of guardianship/authorized representatives that are preventing persons from moving into the community or for persons who have no family to advocate for less restrictive alternatives.

- Projects that demonstrate use of traditional and nontraditional partnerships and resources to support persons moving into the community in the areas of transportation, housing, employment, direct supports and consumer direction.

### **Target Population:**

- Includes persons with developmental disabilities and other disabilities.
- In general, the term “developmental disability” means a severe, chronic disability of an individual that:
  - (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - (ii) is manifested before the individual attains age 22;
  - (iii) is likely to continue indefinitely;
  - (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity:  
1) self-care; 2) receptive and expressive language; 3) learning; 4) mobility; 5) self-direction; 6) capacity for independent living; 7) economic self-sufficiency; and
  - (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
- Also, an individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

### **Program Evaluation:**

Proposals must include plans for process and individual outcome evaluation for the project. Up to 15% of the grant award may be spent on evaluation activities. Offerors shall present an evaluation plan for the proposal describing how the Offeror will assess attainment of project outcomes.

### **Process Evaluation:**

The **process evaluation plan** will describe methodology planned for assessing project activities and products, and the methods for evaluating project outcomes and potential for systemic impact. The sustainability component should describe how the project will continue after the conclusion of the grant period and what long-term impact can realistically be expected from the project once grant funding has concluded. The following should be addressed:

- The organizational approach to implementing the selected program;
- The communication and collaboration efforts of the agencies/groups providing program components and support to the project;
- Staff qualifications, hiring processes, and supervision;
- Training for program staff, community members, participants and others related to the program;
- Program service costs and unit costs;

- The process to maintain the commitment of the selected program;
- Barriers and facilitators to implementation of the program;
- Accessibility, availability, and utilization assessments;
- Written materials used;
- Topics or activities planned but not covered;
- Dates and length of time of activities;
- Efforts to recruit and retain program participants;
- Description of participants targeted for the program but who declined to participate;
- Explanations for the discrepancy between the projected and actual participation;
- The participant's evaluation of the project activities;
- Description of how program participants were included in the evaluation process;
- The use of feedback to improve the process of delivering the program in the future; and
- Lessons learned.

### **Outcome Evaluation:**

The **outcome evaluation plan** will address:

- The desired outcomes for both the project and individuals;
- The measure/indicator of the outcomes;
- Instruments/methods used to measure the outcome;
- The amount of change anticipated resulting from the initiative;
- The participant follow-up evaluation design; and
- The participant follow-up on services received.

## **2.0 QUALIFICATIONS OF PROVIDER**

**The Offeror(s) should have and be able to demonstrate:**

- The ability to develop relationships with the local/regional agencies both traditional and non-traditional partnerships, i.e., Centers for Independent Living, training centers, Department of Rehabilitative Services, ESOs, Community Services Boards/Behavioral Health Authorities, nursing homes, private providers and Advocacy networks.
- A continued need for the program based on the population that is unserved or underserved.
- Well-documented plan for the evaluation of the program.
- Ability to collaborate with and identify available resources within the region.

Only those who demonstrate that they possess this knowledge and understanding and who have experience in conducting the services required in this RFP shall be considered.

## **3.0 SCOPE OF WORK**

The Contractor shall:

- 3.1 Organize an advisory group to the project and include a person with a disability;
- 3.2 Develop an innovative demonstration project for integrated community living;
- 3.3 Demonstrate how self-determination, consumer-direction, natural supports or peer-based approaches will be utilized,
- 3.4 Develop local and regional partnerships to expand resources for the project.
- 3.5 Recruit and orient program participants for the project,
- 3.6 Conduct process and outcome evaluation activities,
- 3.7 Document individual life stories of progress and successes in community living throughout the project.

#### **4.0 REPORTING AND DELIVERY REQUIREMENTS:**

The Contractor(s) shall provide quarterly reports to DMHMRSAS that provide at a minimum the following:

- Progress made toward meeting agreed upon goals, objectives and timelines for completion of activities;
- Summary of regional/local planning and coordination activities described in the project;
- Barriers to progress and specific suggestions and remedies that the Offeror(s) has identified to overcome such barriers;
- Additional resources obtained to support the program;
- Expenditures of funds and
- Summary of evaluation activities including process evaluation components.

#### **5.0 Proposal Preparation and Submission Requirements:**

##### **5.1 Specific Requirements of Proposal:**

Proposals should be as thorough and detailed as possible so that the evaluation team may properly evaluate your capabilities to provide the required services.

- Narrative for sections 5.1.3-5.1.9 shall not exceed a total of 10 pages.
- Sections 5.1.1, and 5.1.2, and the Appendices are not included in this page limitation.

Offerors are required to submit the following items as a complete Proposal:

5.1.1 The return of this complete RFP signed and filled out as required.

5.1.2 Abstract of **no more than thirty lines** on one page that summarizes: the planning process (who, when and how); how community living options will be increased and integrate consumer involvement, partnership development, the plan objective and indicators addressed; the target population; the selected program; evaluation activities; and budget requirements.

5.1.3 **Planning Process:** Description of the planning process for this Proposal including:

- who was involved including the target population;
- how decisions were made regarding the selection of the objective(s) and indicators/outcomes to be addressed, the target population, and program;
- the continuing roles of planning/advisory group members after the grant award;
- the selection and role of additional service provider(s) in delivering program components; and
- participation of the planning/advisory group in the evaluation and reporting process.
- letter(s) of agreement of the collaborative agencies or groups outlining responsibilities; letters committing resources; letters regarding participation in the planning process; and commitment of continued planning/advisory group support for the program shall be included in **Appendix A**.

5.1.4 **Documentation of Need:** A detailed documentation of need including:

- issues that are relevant to the community living objectives and the population targeted for the program.

- information on community, family, and individuals of the unserved and underserved population.
- 5.1.5 **Target Population:** Description of the target population including demographics, characteristics, and specific risk and protective factors (strengths) relevant to community living issues.
- 5.1.6 **Selected Program:** Description of the selected project including information on:
- the name of the program/methods and program contacts;
  - the background of populations the program has included previously;
  - any preparation or staff training planned prior to implementing the program;
  - the specific components of the innovative demonstration project, including type and descriptors of project components, description of participants and staff and extra-program activities;
  - specific staff requirements;
  - cultural and ethnic appropriateness of the program;
  - efforts required to maintain fidelity in replicating the program.
  - any creative/innovative modifications to the current system of providing supports to individuals with disabilities and their impact for systemic change.
- 5.1.7 **Implementation:** Implementation plan including:
- names and/or descriptions of all program and evaluation staff/positions of all agencies/groups working with the project. Resumes and job descriptions of all staff shall be included in **Appendix B**. Staff hiring and selection process;
  - description of the organizational structure supporting the program, current partnerships and advisory groups;
  - description of the staff's experience and qualifications to provide the services listed in the project description
  - description of activities for recruiting and retaining program participants;
  - description of previous barriers to implementation of community living options that will be addressed by this project
  - description of how creative and successful transitions will be demonstrated and community living outcomes for participants will be developed through innovative traditional and non-traditional partnerships within localities or regions.
  - The detailed work plan listing organizational, programmatic goals and objectives, timelines and evaluation steps, activities, and completion dates shall be included in **Appendix C**.
- 5.1.8 **Evaluation:** Evaluation plan including:
- description of the process and outcome evaluation including all of the elements listed Section 1.0 Purpose and Background under Program Evaluation.
  - description of the research support if any for all evaluation activities.
  - description of methods for process and individual outcome measures.
  - All evaluation instruments shall be clearly marked and included in **Appendix D**.
- 5.1.9 **Detailed budget and budget narrative** of the project for the contract period time frame requested. The budget should include in-kind and fiscal support provided by the community and other resources (natural supports/peer-based supports).

**Attachments other than those listed above for the Appendices will not be reviewed and will not be returned to the Offeror.**

## 5.2 RFP Response:

In order to be considered for selection Offerors must submit a complete response to this RFP. **One (1) original and five (5) copies** of each Proposal must be submitted to the Purchasing Agency. No other distribution of the Proposal shall be made by the Offeror.

5.2.1 **Proposal Preparation:** Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Incomplete proposals may be considered non-responsive and, therefore, rejected. Proposals that do not follow preparation instructions may be considered non-responsive and, therefore rejected. Proposals should be prepared as simply as possible, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. For ease of review, **it is recommended that the proposals follow the order of the sections above, labeling each section clearly.** Each copy of the Proposal should be bound in a single volume where practical and all documentation submitted with the Proposal be bound in that single volume.

All narrative sections shall be prepared in **type no smaller than 12 points, with one inch margins, and double spaced lines not exceeding three lines per inch.** Narrative for sections 5.1.3-5.1.9 shall not exceed a total of 10 pages. Sections 5.1.1, 5.1.2, 5.1.9 and the Appendices are not included in this page limitation. No additional attachments will be reviewed.

5.2.2 **Oral Presentation of Proposals:** Offerors who submit a Proposal in response to this RFP may be required to give an oral presentation of their Proposal to the DMHMRSAS selection team. This shall provide an opportunity for the Offeror to clarify or elaborate on the Proposal but shall in no way change the original Proposal. Oral presentations are an option of the agency and may not be conducted. Therefore, written Proposals should be complete.

5.3 **Pre-Proposal Conference:** A pre-proposal conference will be held at 10:00 A.M. on Thursday, August 18, 2005 in the Ninth Floor Conference Room of the Jefferson Building at 1220 Bank Street, Richmond, Virginia 23229. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Offerors, who prefer not to attend this conference in person, may participate by conference call by notifying Carla Clayton at 804-786-1746.

While attendance at this conference (either in person or via telephone) will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encourage to participate in the conference. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## 6.0 **Proposal Evaluation Criteria:**

6.1 Proposals shall be evaluated by the DMHMRSAS Oversight Committee using the following criteria:

- 6.1.1 Qualifications and experience of the Offeror in providing the proposed services
- 6.1.2 Appropriateness of selected program and innovative approach.

- 6.1.3 Soundness of technical approach for providing the proposed services.
- 6.1.4 Soundness of the implementation timelines and assurances that the services shall be provided in a timely manner.
- 6.1.5 Soundness of the evaluation plan.
- 6.1.6 Evidence of ability to establish planning/advisory group and development of collaborative partnerships.
- 6.1.7 Evidence of ability to obtain and provide other resources to support the program.
- 6.1.8 Appropriateness and cost effectiveness of the proposed budget and use of other resources.

## **7.0 AWARD:**

Selection shall be made of those Offerors deemed to be fully qualified and best suited among those submitting Proposals on the basis of the RFP requirements outlined in Section 1.0 and the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its sole opinion, has/have made the best Offer, and shall award a contract to that/those Offeror(s). The agency may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should the DMHMRSAS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award documents shall be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's Proposal as negotiated.

## **7.1 General Terms and Conditions:**

- 7.2 Vendor's Manual: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dps.dgs.virginia.gov/dps/](http://www.dps.dgs.virginia.gov/dps/). The appeals and disputes procedures set forth in the *DMHMRSAS Standard Administrative Practices and Procedures Manual*, Chapter 5 – Contractual Services, are applicable to this contract. A copy of this chapter is available for review in the offices of the Contracting agency.
- 7.3. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 7.4 Anti-Discrimination: By submitting their Proposal, Offerors certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and ' 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts,

only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, ' 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or Offeror for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and Offerors for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

- 7.5 Ethics in Public Contracting: By submitting their Proposal, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- 7.6 Immigration Reform and Control Act of 1986: By submitting their Proposals, the Offeror certifies that they do not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 7.7 Debarment Status: By submitting their Proposals, Offerors certify that they are not currently debarred from submitting Proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any agency of the Commonwealth of Virginia.
- 7.8 Anti-Trust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7.9 Mandatory Use of State Form and Terms and Conditions: Failure to submit a Proposal on the official state form provided for that purpose may be a cause for rejection of the Proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.

7.10 Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation shall be made only by addendum issued by the buyer.

7.11 Payment:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any

payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 7.12 Precedence of Terms: Paragraphs 7.1-7.11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 7.13 Qualification of Offerors: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such or Offeror fails to satisfy the Commonwealth that such or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 7.14 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the DMHMRSAS.
- 7.15 Insurance: By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

7.16 Changes to the Contract: Changes can be made to the contract in any one of the following ways:

1. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

7.17 Announcement of Award: Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1<sup>st</sup> floor of the Jefferson

Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

- 7.18 **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 7.19 **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** (not applicable for awards of grants by agencies and institutions to public bodies or tax exempt non-profit charitable organizations) The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration services. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Services: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration and electronic bidding.
- b. eVA Premium Vendor Registration Services: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

## 8.0 **SPECIAL TERMS AND CONDITIONS:**

- 8.1 **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 8.2 **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- 8.3 Obligation of Offeror: By submitting a Proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding of lack of information.
- 8.4 Cancellation of Contract: The Contracting Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of cancellation, the Purchasing Agency shall be liable for only those services delivered through the date cancellation is effective.
- 8.5 Ownership of Material: Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary.
- 8.7 Prevailing Laws: All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- 8.8 Subcontracts: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 8.9 Method of Payment: Payments shall be made as negotiated and outlined in the contract documents.
- 8.10 Nondiscrimination of Contractors: A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 8.11 Confidentiality: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the Agency's written consent. Any information to be

disclosed, except to the Agency, must be in summary, statistical, or other form which does not identify particular individuals.

- 8.12 Criminal History: The Contracting Agency reserves the right to restrict activities required to provide the services herein to only those persons who are without criminal conviction. This restriction shall not relieve the contractor of any requirements herein. Upon request of the Agency, the contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The CSB may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the Agency, its employees or clients, and may waive this restriction on a case-by-case basis.

- 8.13 Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder:

Except as otherwise limited in any contract awarded as a result of this RFP, a contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DMHMRSAS as specified in any contract document. In performance of any contract awarded as a result of this RFP, Contractor(s) agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of the DMHMRSAS;
- Provide access to PHI contained in a designated record set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
- Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.524;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of DMHMRSAS, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;

At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the DMHMRSAS that the contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information

infeasible.

Contractor(s) may use or disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor(s) may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person whom to the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 8.14 Copyrights: The Contractor assures that, unless otherwise provided by the terms of any agreement negotiated, when material is developed in the course of the agreement which can be copyrighted, the Contractor may copyright the material or permit others to do so. However, the U.S. Department of Health and Human Services, the Commonwealth of Virginia, the Department of Mental Health, Mental Retardation and Substance Abuse Services shall have royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the material developed under this Agreement. The Contractor hereby agrees to allow DMHMRSAS to reproduce, publish, or otherwise use material which may be previously copyrighted for use under any agreement which is a direct result of this solicitation.

- 8.15 Contractual Disputes: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).